

REQUEST FOR EXPRESSIONS OF INTEREST AND INDICATIVE PRICING (RFI)

Santee Cooper Solar Capacity and Energy RFI RFP 2019-1 October 15, 2019

The South Carolina Public Service Authority, also referred to as Santee Cooper, seeks written expressions of interest, with indicative pricing and project information, from qualified suppliers of output and other attributes from photovoltaic (PV) solar resources, as explained more fully in the RFI:

1. Santee Cooper seeks to obtain information necessary for Santee Cooper's ongoing planning processes and identify through the RFI a limited number of parties that would be invited to participate in a by-invitation-only procurement process after the completion of the current H4287 process (the "RFP Process");
2. Invitations to participate in the future RFP Process will be made based on Santee Cooper's evaluation and ranking of responses to this RFI considering experience, indicative pricing, and other factors as further described in the RFI;
3. Through the future RFP Process, Santee Cooper will seek proposals for power purchase agreements ("PPAs") to provide a portion of the 1,000 MW of installed solar capacity targeted by 2024 in Santee Cooper's current load and resource plan;
4. Santee Cooper prefers for the total capacity placed under contract through the RFP Process to be sourced from multiple solar projects, located at geographically diverse sites, with each project having an installed capacity in the range of 25 MWac to 125 MWac; and
5. Santee Cooper anticipates each solar project would, without limitation, be planned, financed, implemented in all respects, operated, maintained, insured, and retired by the project developer, and its successors, to deliver agreed upon output and other attributes to Santee Cooper under a PPA over an agreed upon 15 to 25 year contract term.

To be considered, proposers must submit their questions pertaining to this RFI by email no later than 2 pm EDT on November 1, 2019, submit their proposals by email no later than 2 pm EDT on November 15, 2019, and meet other requirements specified in the RFI.

All communications regarding this RFI should be directed to two contacts designated in the RFI. Contacts with Santee Cooper's Board members, other employees, other representatives and governmental officials and others involved with the ongoing H4287 process regarding Santee Cooper may result in disqualification.

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Introduction to Santee Cooper

The South Carolina Public Service Authority (“the Authority” or “Santee Cooper”) is a component unit of the State of South Carolina (the “State”), created by the State in 1934 for the purpose of providing and aiding interstate commerce, navigation, electric power and wholesale water to the people of South Carolina.

Santee Cooper is the state's largest power provider, supplying power for 2 million South Carolinians. Santee Cooper serves more than 187,700 retail customers in Berkeley, Georgetown and Horry counties. Santee Cooper also serves 27 large industrial facilities, and two municipal electric systems, the cities of Bamberg and Georgetown. Santee Cooper generates power provided to Central Electric Power Cooperative, Inc. (“Central”) and distributed by the state's 20 electric cooperatives to more than 771,000 customers in all 46 counties.

The Authority’s electric assets include wholly owned and ownership interests in a variety of coal, natural gas, nuclear, hydro, biomass, landfill and solar generating units totaling 5,112 megawatts (MW) of summer power supply peak capability.

The Authority also operates an integrated transmission system network (the “Integrated Transmission Network”), which includes transmission networks owned by the Authority and Central.

Santee Cooper’s credit ratings¹ are investment grade as follows:

- Moody’s – Revenue bond rating – A2
- S&P Global Ratings – A
- Fitch Ratings – A-

On May 22, 2019, the Governor of South Carolina signed Act 95 into law, which directs the Department of Administration (“DOA”) to establish a process to conduct a competitive bidding process for the sale of some or all of Santee Cooper and to receive management proposals for Santee Cooper (“H4287 Process”). As part of this H4287 Process, Santee Cooper is required to submit its own Reform Plan. The DOA is scheduled to deliver a recommendation on sale, management and Santee Cooper’s plan to the State Legislature in January 2020.

Santee Cooper does not plan to execute PPAs pursuant to the RFI process nor does it expect to initiate the RFP Process until the ongoing H4287 process has been completed.

Santee Cooper’s Plans to Add Solar Capacity

Subsequent to completion of the H4287 process, Santee Cooper expects to enter into power purchase agreements (“PPAs”) under which Santee Cooper would purchase output and other attributes from PV solar projects that would, by the end of 2024, add to Santee Cooper’s system a total installed capacity of approximately 1,000 MWac. Santee Cooper plans for the total installed capacity to be

¹ Please see: <https://www.santeecooper.com/About/Investors/Index.aspx> for more information concerning Santee Cooper’s credit ratings.

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sourced from multiple solar projects, in diverse geographic locations, with each project having an installed capacity in the range of 25 MWac to 125 MWac (“Targeted Solar Projects”).

Santee Cooper anticipates PPAs between Santee Cooper and each counterparty (“Seller”) would provide for the Seller to undertake and own the project and sell output and other attributes to Santee Cooper. Accordingly, Santee Cooper expects each PPA will provide for Seller to, without limitation, plan, design, construct, finance, implement in all respects, operate, maintain, insure, and retire the solar project over its life-cycle as required to deliver agreed upon capacity, energy and other attributes over the agreed upon term of the PPA. Other finance, ownership, operation, and maintenance options may be explored with potential counterparties during RFP process(es) that will follow this RFI.

RFI Purposes, Submittal and Evaluation

The purposes of this RFI are to confirm key information essential to Santee Cooper’s ongoing planning processes and to identify and pre-qualify parties that would be invited to participate in an initial RFP process (the “RFP Process”) through which Santee Cooper plans to procure a portion of the planned 1,000 MW of installed solar capacity. The RFP Process will be initiated after the completion of the H4287 process.

Respondents are required to include with their RFI Submittal a completed and signed copy of the Notice of RFI Procedure, RFP Form 1, in acknowledgment of their understanding and acceptance of the procedure described below.

Each Respondent to this RFI may submit a response (“RFI Submittal”) that would indicate interest in developing a single solar project with installed capacity in the range of 25 MWac to 125 MWac or multiple projects in that size range to provide in aggregate up to 500 MW of the total 1,000 MW of planned solar capacity additions now targeted by Santee Cooper.

Each RFI Submittal must contain at least the following information organized in the sections noted.

- Section 1: Identification of all specific team members participating in the RFI submittal and/or expected to participate in proposals submitted during the RFP Process. This section should identify the anticipated role of each team member in the ownership, development, operations and maintenance of the project.
- Section 2: List projects that demonstrate experience of Respondent’s project team² with design, construction, development, financing, operations, and maintenance of solar projects in the targeted size range. This section should identify the role of each of Respondent’s team members in each project listed, whether the project is under development or in service, the size of the project in terms of installed capacity in MWac, actual or planned date of commercial operation, and county and state in which each project is or will be located.
- Section 3: Provide information indicative of proposals Respondent would anticipate submitting during Santee Cooper’s RFP Process. This indicative information, together with

² As used herein, “Respondent” includes parent organizations of specific team members participating in the submittal.

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Respondent's demonstrated experience, will be used by Santee Cooper to rank Respondents and identify which Respondents will be invited to participate in Santee Cooper's RFP Process. This section of Respondent's Submittal should provide the information specified on RFI Forms 2 and 3 included at the end of this RFI. The information requested on the referenced forms is as follows.

- RFI Form 2 requests key commercial terms of a potential PPA the Respondent would expect to propose including indicative pricing for a single project and for the supply of multiple projects with installed capacities totaling up to 500 MW. Should Respondent include price ranges for a single project or for multiple projects in aggregate, Santee Cooper will evaluate the RFI Submittal based on the high end of the range provided.
- RFI Form 3 requests key information about an indicative project plan that would enable Santee Cooper to assess Respondent's project approach and anticipated project output profiles. Santee Cooper believes anticipated project-related information requested in RFI Form 3 should be readily available to responsible Respondents.

Each RFI Submittal must be signed by Respondent's authorized representative.

Santee Cooper plans to evaluate and rank Respondents based on the information contained in the RFI Submittal. Santee Cooper may undertake written or oral communications with responsible Respondents to better understand or request information regarding variations on the projects addressed in the Respondent's RFI Submittal. Respondents contacted by Santee Cooper through this communications process may be afforded the opportunity to update their RFI Submittals as a result of those communications.

The list of Respondents invited to participate in Santee Cooper's RFP Process will be determined based on Santee Cooper's evaluation of RFI Submittals by each Respondent, as such submittals may have been updated through the above-described communication process. Santee Cooper intends to invite only highest-ranked Respondents that submit proposals for single projects and/or multiple projects to participate in Santee Cooper's RFP Process.

Santee Cooper reserves the right to complete its evaluation of a Respondent's RFI Submittal without discussions.

Communications and Submission Protocol

Santee Cooper reserves the right to disqualify from further consideration any Respondent that violates the communications and submission protocol set forth in this section of the RFI.

Respondents are required to confine all communication related to this RFI exclusively to the contact persons specified below and any other representatives designated in writing by those contact persons during the following periods of time:

- For Respondents not selected for participation in Santee Cooper's RFP Process, from the date this RFI is advertised until a notice of rejection of the Respondent's RFI Submittal or other notice of cessation of the RFI process is made; and

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- For Respondents selected for participation in Santee Cooper's RFP Process, from the date this RFI is advertised until the Santee Cooper RFP process is completed.

Unless authorized in advance, no contact related to the RFI will be permitted between a Respondent, its employees, representatives, or affiliates and any board member, officer, official, director, employee or other representative of Santee Cooper other than the designated contacts during the above periods.

The ongoing H4287 Process limits contacts with the Governor, Legislators, the Department of Administration, and others involved in the process regarding Santee Cooper and its power supply arrangements. Accordingly, Respondents must comply with those contact limitations through the later of the end of the H4287 Process or the time periods described above.

Santee Cooper has retained nFront Consultant as its consultant during this RFI process, and unless and until notified by Santee Cooper in writing to the contrary, has delegated authority to act for and on behalf of Santee Cooper with respect to the administration of this RFI.

All questions regarding this RFI, technical or otherwise, should be submitted electronically by e-mail in accordance with the RFI Schedule below to both of the following Contacts.

Subject: Santee Cooper Solar RFI 2019-1

Contact names and email addresses:

Carey Salisbury solarrfi@santeecooper.com	John F. Painter JohnPainter@nFrontConsulting.com
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Only responses provided in writing by one of the above-designated Santee Cooper Contacts will be considered official. A verbal response will not be considered an official response. Responses to questions determined by Santee Cooper, in its sole discretion, to be applicable to the RFI process in general and all published addenda will be provided to all persons who request the RFI and to potential Respondents to whom this RFI has been distributed. Questions, answers and addenda will be communicated only in electronic form.

Each Respondent is required to include in its RFI Submittal all information identified under the heading **RFI Purposes, Submittal and Evaluation** and may provide or be asked to provide additional information and explanation to supplement the requested information. Each RFI Submittal must be delivered by email to the following addresses by the date shown below under the heading **RFI Schedule**.

Subject: Santee Cooper Solar RFI 2019-1

Contact names and email addresses:

Carey Salisbury solarrfi@santeecooper.com	John F. Painter JohnPainter@nFrontConsulting.com
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Completed and signed originals of the RFI Submittal with all supporting materials must be delivered to the following addresses by the time and date shown below under the heading **RFI Schedule**.

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Subject: Santee Cooper Solar RFI 2019-1

Contact names and shipping addresses:

Carey Salisbury	John F. Painter
Santee Cooper	nFront Consulting LLC
1 Riverwood Drive	2465 Southern Hills Ct
Moncks Corner, SC 29461	Oviedo, FL 32765

Failure to submit complete, signed RFI Submittals by the times specified below under the heading “RFI Schedule” may be a basis for disqualification of the Respondent.

RFI Schedule

The timetable for this RFI process is shown below. The dates and times set forth below may be changed at any time at the discretion of Santee Cooper. All deadlines for submittals due from Respondents are specified in Eastern Daylight Time (“EDT”).

Milestone	Due Date
Release of RFI by Santee Cooper	10/15/2019
Last date for Respondents to submit questions regarding the RFI to assure a response	11/1/2019 by 2 pm EDT
Date by which responses will be provided by Santee Cooper to questions submitted by the due date above:	11/8/2019 by 5 PM EST
RFI Submittal Delivered <ul style="list-style-type: none"> • By Email • Delivery of Original Copy 	11/15/2019 by 2 pm EST 11/18/2019 by 5 pm EST

Santee Cooper anticipates Respondents will be notified during early 2020 regarding selection to be invited to participate in Santee Cooper’s RFP Process or that Santee Cooper’s RFI process has been otherwise completed.

Outcomes of the RFI Process

Santee Cooper anticipates extending invitations to a limited number of RFI Respondents which present information regarding experience, indicative project plans and indicative pricing that, in Santee Cooper’s sole judgment, best meet the needs and objectives of Santee Cooper and its customers. Santee Cooper also reserves rights to reject any and all RFI Submittals, and to waive irregularities, omissions, requirements, and formalities with respect to any RFI Submittal.

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Santee Cooper reserves the right to not disclose information which Santee Cooper has determined may be confidential or may be subject to a non-disclosure or confidentiality agreement between Santee Cooper and another Respondent.

Santee Cooper also reserves the right to:

1. Request clarifications from Respondents at any time;
2. Amend this RFI at any time;
3. Cease discussions with any or all Respondents at any time;
4. Set deadlines for completing discussions with RFI Respondents; and
5. Reject the RFI Submission by any Respondent during the RFI process for withdrawing information contained in its RFI Submittal.

Pricing included in the RFI Submittal will be considered indicative. However, Santee Cooper expects to reject proposals submitted during the RFP Process that include higher prices without justification acceptable in Santee Cooper's sole judgement.

Anticipated RFP Process Schedule

Santee Cooper anticipates establishing a schedule for the RFP Process that would allow proposals to be submitted and evaluated and PPAs executed by the end of the 3rd quarter of 2020. Santee Cooper anticipates the RFP Process would not commence prior to the second quarter of 2020. Considering that all parties participating in the RFP Process will have been invited as a result of making an attractive RFI Submittal, Santee Cooper anticipates that the RFP Process can be effectively conducted on a compressed schedule. Participation in the RFP Process may involve payment of a fee.

Confidentiality of Information

The Respondents acknowledge that as a state agency Santee Cooper is subject to the South Carolina Freedom of Information Act. Upon receipt of a request for information under the Freedom of Information Act, Santee Cooper shall give written notice of same to the Respondent prior to the date of compliance with such request, at which time Santee Cooper or Respondent, or both, may pursue all legal or equitable remedies available to limit disclosure of such Confidential Information. However, Santee Cooper will disclose such portions of Confidential Information that it determines it is required to do so under the Freedom of Information Act.

In connection with receiving RFI submittals, it may be necessary for Respondents to disclose to Santee Cooper certain information which Respondents regard as confidential, including but not limited to, indicative pricing and other commercially sensitive information. Upon request of a Respondent, Santee Cooper is amenable to entering into an acceptable non-disclosure agreement (NDA). The form of an acceptable NDA is attached hereto as RFP Form 4.

Project and Interconnection Preferences and Requirements

Santee Cooper expects to specify the following project- and interconnection-related preferences and requirements in the RFP Process.

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1. Respondent must comply with the Santee Cooper's Open Access Transmission Tariff ("OATT") with respect to interconnection requirements and costs.
2. Respondent's project must meet requirements of the OATT to qualify as a network resource for use by Santee Cooper in serving loads of its wholesale and retail customers.
3. Santee Cooper prefers that resources would be interconnected with and delivered to the Integrated Transmission Network owned by Santee Cooper and Central.
4. If the project is interconnected with another transmission system, Respondent shall designate a delivery point at an interface with the Integrated Transmission Network and reflect in its price the assumption of all costs and risks of transmitting the power from the point of interconnection to the delivery point on a firm basis.
5. Santee Cooper prefers the energy source to reflect photovoltaic technologies.
6. Santee Cooper will consider PPAs for output from existing and proposed projects.

Respondents would not incur transmission service charges to deliver output of resources interconnected with the Integrated Transmission Network to Santee Cooper's loads. Santee Cooper expects Respondents would incur transmission service charges for resources interconnected to radial transmission facilities owned by Central or to other transmission systems (e.g., the Duke Power transmission system).

PPA Preferences and Requirements

Santee Cooper expects to specify the following preferences and requirements would apply to a PPA entered as a result of the RFP Process.

1. Seller would assume responsibility for all costs incurred over the life of the project, including without limitation, all costs of land acquisition or lease, planning, siting, permitting, necessary site infrastructure, design, equipment acquisition, construction, development, management, interconnection, financing, operation, site use of electricity, water and sewer services, maintenance, decommissioning, and all local, state, and federal income, property and other taxes pertaining to the project. Pricing is expected to reflect that Seller bears all costs of the project over its life.
2. Seller would, without limitation, be responsible to plan, finance, implement in all respects, operate, maintain, insure, and retire the solar projects as required to deliver agreed upon output and other attributes over the agreed upon term of the PPA. Other finance, ownership, operation, and maintenance options may be explored with potential counterparties during RFP process(es) that will follow this RFI.
3. Santee Cooper would be entitled to specified amounts of the installed capacity, energy, and any and all related environmental, ancillary, renewable, and other attributes of the project, except for tax incentives. Santee Cooper's rights to specified project attributes of the project would be on a first call or pro rata share basis. Santee Cooper will not consider projects where Santee Cooper's rights are secondary to the rights of any other party.

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4. Seller would be responsible to supply the site for the project and understand, account for, and comply with applicable interconnection requirements of the owner of the electric transmission system to which the project would be interconnected. Respondents are asked to provide an estimated price reduction if Santee Cooper provides a suitable site for the facility and/or interconnection facilities.
5. Santee Cooper specifically would not be responsible for, and would be indemnified against, any and all costs over the life of the project except for costs, if any, that the provisions of the PPA specifically assign to be Santee Cooper's responsibility.
6. Santee Cooper would have specified rights to all or a specified portion of the installed capacity of the project (or other means of defining Santee Cooper's entitlement to the capability of the resource to produce energy and other attributes of the project).
7. Provisions would express expectations and limitations on degradation of the capacity and energy to be available to Santee Cooper from the project for each year of the term of the PPA. Provisions would identify key component replacement and renewal schedules and anticipated impacts of renewals and replacements on the capacity and energy available to Santee Cooper.
8. Santee Cooper strongly prefers that the PPA would provide that the only basis for charges to Santee Cooper would be an energy charge computed as the product of an energy price³ expressed on a \$/MWh basis and the MWhs of energy supplied or made available to Santee Cooper at the delivery point. Moreover, the PPA would provide, in consideration of Santee Cooper agreeing to pay that energy charge, for Santee Cooper to have entitlements to its designated shares of capacity, energy and all other attributes of the project, except for tax incentives.
9. If a reservation charge is specified, reservation prices would be specified on a "dollars per kW-month" basis and capacity amounts in MWac as measured at the delivery point to which the price would be determined for each year of the PPA
10. The PPA would clearly specify amounts of and basis for determining Santee Cooper's entitlements to energy and other attributes from and of the project and provide that Santee Cooper's entitlement to energy and all other attributes available from the project in all hours would be at least proportionate to Santee Cooper's pro rata share of the resource's capability.
11. Santee Cooper anticipates capacity reservation charges, if any, and energy prices would either be:
 - a. Fixed for the entire term or specified for each year or for certain periods within the term of the PPA (e.g., by year or multi-year periods); or
 - b. Specified for a base year or base period and then escalated for subsequent years at a fixed annual percentage or by a nationally recognized index.

³ The energy price may have a one or more components.

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12. The PPA would provide for Santee Cooper to take and pay for energy as and if available from the project, for any scheduling or dispatch flexibility that may be available to Santee Cooper and costs or charges associated with exercising any rights to schedule, or not to take, its share of output available from the project. Santee Cooper would have no obligation to make payments other than for capacity reservation charges, if any, and to pay for agreed upon amounts of energy and other attributes made available to Santee Cooper from the project according to specific pricing provisions set forth in the PPA.
13. The PPA would provide for Santee Cooper to have first rights to energy and attributes available from the project up to Santee Cooper's share of the project's installed capacity and a first right, but not the obligation, to take energy produced from the project in excess of the planned capacity of the project.

Santee Cooper anticipates that the initial power supply delivery term proposed could be from approximately 15 years to 25 years in duration, with power supply delivery to begin not prior to January 1, 2022 and not later than January 1, 2025. Other PPA terms also may be considered. Respondents are required to specify the PPA term to which their indicative pricing applies.

Santee Cooper may find it valuable to include PPA provisions under which Santee Cooper would have rights, but not the obligations, to modify the amount of installed capacity to be developed, extend the transaction beyond the initial term, or acquire ownership of the project during its life.

Evaluation of RFI Submittals

In evaluating proposals ultimately submitted during Santee Cooper's RFP Process, Santee Cooper expects to consider the factors described below. Santee Cooper's evaluation of RFI Submittals will consider these same factors based on indicative information provided in the RFI Submittal.

Santee Cooper will place special emphasis on its assessment of the capability of the Respondent to develop and then operate its project over the term of a resultant PPA and on indicative prices and charges provided by Respondents.

Santee Cooper also intends to consider impacts of project output profiles on the Santee Cooper's total net cost of power on a present value basis over the proposed term of the transaction.

Projections of a project's impact on Santee Cooper's net costs of power may consider, but not be limited to:

1. The indicative price for capacity reservation, if any, energy, and other attributes provided to Santee Cooper;
2. Anticipated profile of energy to be provided to Santee Cooper from a project;
3. Capacity, if any, that can be attributed to the resource in meeting Santee Cooper's requirements for capacity⁴ and resulting avoided cost to Santee Cooper of providing other

⁴ Santee Cooper's annual and winter peak demand periods occur in the hour ending 8 am during the months for December through February. The winter peak is of very short duration. Santee Cooper's summer peak demand periods are longer in duration and occur in the late afternoon and early evening.

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resources to meet Santee Cooper's winter and/or summer peak demand and reserve requirements;

4. Impacts of the proposed resource on the costs of energy supplied from other Santee Cooper resources (e.g., reductions in costs of supplying energy from other Santee Cooper resources, costs of cycling other resources, and changes in costs of operating reserves and other ancillary services); and
5. Any cost of the project proposed to be borne by Santee Cooper.

Santee Cooper's consideration of an RFI Submittal also may qualitatively and/or quantitatively consider:

1. Risks that actual costs may be higher than anticipated;
2. Uncertainties that may impact the ability of the Respondent to perform as proposed;
3. Flexibility and optionality that may be provided to Santee Cooper;
4. Differences in the reliability between potential projects and ability of projects to withstand extreme weather conditions;
5. Potential volatility in the projected costs of a project relative to other options; and
6. Respondents credit rating, bonding capabilities, and capability to provide letters of credit when required

The information provided in the RFI Submittal regarding entitlements to installed capacity, energy, and other attributes, capacity and energy pricing, other pricing aspects, scheduling, constraints, expected availability of energy, completion and milestone guarantees, and delivery point(s) proposed will or may be used in the development of the above described analysis. Santee Cooper, in its sole discretion, may make assumptions regarding future fuel costs, market prices for capacity and energy, and costs of environmental compliance requirements in performing the evaluation.

Consistent with the above, the factors to be considered in the evaluation, in declining order of relative importance, are the following:

1. Demonstrated experience of Respondent on similar projects;
2. Indicative pricing;
3. Projected net cost of power over the potential term of the transaction as described more fully above;
4. Location of proposed projects and impact of location on Santee Cooper's costs and risks;
5. Creditworthiness;
6. Flexibility and optionality anticipated to be afforded to Santee Cooper;
7. Uncertainties concerning performance and availability;
8. Uncertainties concerning transmission arrangements; and

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9. Uncertainties concerning commencement of the transaction in a timely fashion.

Santee Cooper reserves the unilateral right to make all decisions and judgments as to the assessment of all RFI Submittals, the appropriate assumptions to be used for the assessment, and the weight to be given to each factor.

Alternative Approaches and Options

Respondents are encouraged to submit alternatives outside of the specific requirements or preferences set forth in this RFI for Santee Cooper's potential consideration. However, Santee Cooper, in its sole discretion, reserves the right to not consider alternatives submitted that deviate from the RFI.

While Santee Cooper is predominantly interested in options that will supply Santee Cooper with solar power at the lowest possible cost, Santee Cooper will accept and consider options from Respondents designed to address flexible operation and scheduling of the proposed solar facility(ies).

For example, options could include facilities, as applicable, and pricing for::

1. integrated battery storage,
2. utility curtailment of solar facility production, and
3. flexible utility dispatch of solar facilities and inverter operations to provide system balancing and other operating services.

Information pertaining to any options should include a full description of (i) the operating and/or scheduling flexibility being offered; (ii) pricing arrangements; and (iii) a full description of real-time and period operating limitations.

Respondents are encouraged to include flexible solar scheduling and operation in their RFI submittals as options for Santee Cooper's consideration not a replacement for, their standard, least-cost solar project.

Also, as noted under **PPA Preferences and Requirements** above, Respondents are asked to provide information regarding the following alternatives or options:

- Estimated price reduction if Santee Cooper provides a suitable site for the facility and/or interconnection facilities; and
- PPA provisions under which Santee Cooper would have rights, but not the obligations, to modify the amount of installed capacity to be developed, extend the transaction beyond the initial term, or acquire ownership of the project during its life.

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RFI Form 1: RFI Procedure

The undersigned Respondent, having read and examined the RFI, hereby acknowledges that the RFI process is to be conducted as described under the heading **RFI Purposes, Submittal and Evaluation**.

Written or oral discussions may be conducted with responsible Respondents after RFI submittals are received by Santee Cooper. The list of Respondents invited to participate in Santee Cooper's RFP Process will be determined based on Santee Cooper's evaluation of RFI Submittals by each Respondent, as such submittals may have been updated through the above-mentioned communication process. Santee Cooper reserves the right to complete its evaluation of a Respondent's RFI Submittal without discussions.

Respondents are required to comply with the communications and submission protocols specified in this RFI.

All RFI Submittals are subject to all other specifications and requirements provided for in this RFI

Name of Company	_____
Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____

Respondent's Designated Contact

(Person authorized to respond to questions or engage in communications concerning Respondent's RFI Submittal)

Printed Name	_____
Title	_____
Phone:	_____
Email:	_____
Shipping Address:	_____
Mailing Address:	_____

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RFI Form 2: Indicative Term Sheet

Respondents are required to provide the essential elements of an Indicative Term Sheet as requested in this RFP Form 2 but may also provide additional information and explanation as deemed appropriate by Respondent.

With respect to the following topics, please include at least the level of detail normally included in a proposed Term Sheet.

Item	Provision/description
1. Buyer	Santee Cooper
2. Anticipated Seller	
3. Credit Support Approach (Described and document anticipated Seller's or Parental Entity's credit ratings and whether its anticipated credit support would be provided through parental guarantees or letters of credit)	
4. Product Description	
5. Attributes to be sold	
6. Term of Agreement	
7. Conditions precedent to Seller's Obligations	
8. Installed Capacity Amount by Year	

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RFI Form 2: Indicative Term Sheet

Item	Provision/description
9. Flexibility of Santee Cooper to Adjust Planned Installed Capacity Amount during PPA Negotiations	
10. Energy Price - Single Project a. Price by Component b. Escalation, if any	
11. Capacity Reservation Price, if any - Single Project a. Price by Component b. Escalation, if any	
12. Pricing for multiple projects Describe Respondent's interest in developing multiple projects. List installed capacity for each project and in total for multi-project alternatives proposed by Respondent. Indicate pricing if Santee Cooper contracts with Respondent for multiple projects as indicated.	
13. Santee Sites or Interconnections Proposed price reduction if Santee Cooper provides a suitable site for the facility and/or interconnection facilities	
14. Other Charges, if any	
15. PPA Delivery Point	

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Item	Provision/description
16. Project Interconnection Point	
17. Arrangements for transmitting power from the point of interconnection to the delivery point, if applicable	
18. Scheduling flexibility Normal flexibility and options for flexible operation and scheduling of the proposed solar facility(ies)	
19. Availability Guarantees Offered	
20. Pricing, Notice and Other Provisions 1 Pertaining to any proposed option for Santee Cooper to extend the term of the transaction beyond the initial term	
21. Pricing, Notice and Other Provisions 2 Pertaining to any proposed option or requirement for Santee Cooper to assume ownership of the project	
22. Exceptions or clarifications to the requirements and preferences set forth in the RFI section titled "PPA Preferences and Requirements"	

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RFI Form 2: Indicative Term Sheet

Item	Provision/description
23. Other considerations, if any	

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RFP Form 3: Project Description and Data

Indicative Project Description and Information

This section requests information on which indicative pricing has been based. The information requested should be provided for specific projects if such projects have been planned by Respondent. If not, please provide information anticipated to be representative of Respondent's anticipated approach to developing one or more projects from which power could be provided to Santee Cooper.

Respondent should identify the proposed site(s) if known, or in the alternative specific site-related requirements and assumptions, on which indicative pricing has been based. Respondent should describe key components expected to be used for potential project(s), specifying anticipated technology for each major component. RFI Submittals should describe typical assumptions and plans regarding at least the following site related considerations and provide a typical project development plan and timeline with major milestones depicted for design, permitting, procurement, construction, and transmission interconnection.

For implementation schedule purposes, please assume a PPA is signed by the October 1, 2020.

1. Location or target area;
2. Physical site acreage (footprint);
3. Other key physical characteristics;
4. Current status of project site, including land acquisition, status of permitting, site development, equipment procurement, and electric transmission interconnection studies requested and performed;
5. Required electric transmission interconnection facilities, including required transmission facilities ratings and voltage of interconnection;
6. Description of photovoltaic modules to be used for the project, including PV technology, manufacturer, power ratings, conversion efficiency, warranties, and guaranteed maximum degradation;
7. Description of racking and tracking apparatus, including technology, manufacturer, orientation and tilt, and any unique operating characteristics, such as back-tracking.
8. Description of inverters, including technology, manufacturer, efficiency, guaranteed availability and performance, and any unique operating characteristics, such as ability to provide electric system voltage or VAR support;
9. Description of the total project site performance, including total installed PV module capacity (maximum DC rating), total inverter capacity (maximum input DC and maximum output AC ratings), and total project capacity output to electric transmission system (maximum coincident AC rating and voltage).
10. Any other infrastructure requirements.

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RFP Form 3: Project Description and Data

Projected Project Energy Production

The following data and information with respect to the electric power is intended to be used to project the total amount of energy to be delivered to the electric transmission system for a potential facility. Interval data (e.g., hourly data) shall be provided in an Excel Spreadsheet or CSV format, with a date and time referenced for each interval and with the time zone and treatment of daylight savings time clearly defined.

1. Please provide a projection of the proposed project output, as described below, for a period of at least one calendar year. If data is provided for an initial year, the amount of any degradation that is included in the initial year shall be clearly defined and additional information regarding any projected degradation over the proposed term of the PPA shall be provided.
 - a. If the project is existing or to be developed on a known site, site specific projected output data must be provided.
 - b. If the project is to be developed on a site to be determined, output data for the targeted site area must be provided.
 - c. If equipment has been procured or selected, output data must be equipment specific.
 - d. Any energy that is to be supplied by the electric system should be depicted in the data provided (e.g., energy required for auxiliaries or inverter operation).
 - e. The projected output data shall include, or allow Santee Cooper to readily determine, at a minimum:
 - i. Hourly output for each hour of a full calendar year (i.e., 8760 hours of projected facility output representing full chronological weather events);
 - ii. Hourly delivered energy for a representative 24 hours in each month under peak output conditions;
 - iii. Hourly delivered energy for a representative 24 hours in each month under average output conditions; and
 - iv. Total delivered energy for each month.
 - f. Respondents shall provide a full description of the source and basis for determining the projected output data, including, at a minimum:
 - i. The name of the software model used to develop the projection;
 - ii. Site assumed, including both a general description and latitude and longitude;
 - iii. Meteorological data used (vendor and weather station);
 - iv. PV technology modeled;
 - v. PV module efficiency;
 - vi. Inverter technology modeled;
 - vii. Inverter efficiency;
 - viii. Tracking technology (including any unique operating approaches);
 - ix. Orientation (azimuth and tilt);

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Santee Cooper Solar Capacity and Energy
RFP Form 3: Project Description and Data

- x. Ground coverage ratio;
 - xi. Maximum DC rating;
 - xii. Maximum AC rating; and
 - xiii. Average system losses (excluding electric transmission interconnection losses).
- g. Respondents shall include a loss diagram for the total proposed facility that depicts losses by component starting with irradiance for the proposed site and continuing through the energy delivered to the transmission system. Quantified and reported values shall include, at a minimum, losses for: shading, soiling, irradiance losses, PV conversion, temperature, module miss-match, wiring losses, inverter losses, inverter nighttime consumption, auxiliaries, electric transformation losses. The provided information should indicate how differences in sizing for PV modules and inverters are accounted for in the loss computations.
2. If the project on which the Respondent's RFI Submittal is based is an existing facility, Respondents should also provide actual output data for the most recent five years (or since commercial operation of the project if less than five years). Data shall be provided on at least an integrated hourly basis, including all hours of each historical year provided. If data is available for smaller increments of time, please also provide (please indicate whether the data represents integrated or instantaneous readings).

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RFP Form 4: NDA Agreement Form

Should the Respondent request that Santee Cooper enter an NDA as a prerequisite to receiving an RFI Submittal, the attached NDA would be acceptable to Santee Cooper.

Please direct questions regarding the terms of the proposed NDA to:

Fred Haddad

FredHaddad@nFrontConsulting.com

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Santee Cooper Solar Capacity and Energy
NDA Agreement

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (this "Agreement"), dated _____, 2019, is between the South Carolina Public Service Authority, a body corporate and politic organized pursuant to South Carolina statutes ("Santee Cooper"), located at 1 Riverwood Drive, Moncks Corner, SC 29461 and _____ with offices at _____ ("Disclosing Party"), collectively referred to as (the "Parties").

BACKGROUND STATEMENT

WHEREAS, Santee Cooper desires to receive Confidential Information and potentially have confidential discussions with Disclosing Party in connection with the Disclosing Parties' RFI Submittal in response to Santee Cooper's Request for Information and Indicative Pricing October 15, 2019 ("RFI") and potentially the subsequent RFP Process pertaining to proposed transactions between the Parties ("Proposed Transactions").

WHEREAS, the Parties acknowledge that Santee Cooper will be receiving, reviewing, and analyzing information with respect to Proposed Transactions that is confidential, proprietary, or otherwise commercially sensitive and not publicly available.

WHEREAS, Santee Cooper and Disclosing Party have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Proposed Transactions.

AGREEMENT

1. "Confidential Information". For purposes of this agreement, the term "Confidential Information" means any and all non-public information that is furnished, before or after the date hereof, to Santee Cooper or its Representatives by Disclosing Party or otherwise that relates to or concerns Proposed Transactions or the Disclosing Party and its affiliates, and is designated as confidential by the Disclosing Party, including without limitation business plan information as it relates to future business, technical information, financial information and other information proprietary to Disclosing Party and provided to Santee Cooper in connection with the Proposed Transactions. Any such information furnished to Santee Cooper or its Representatives by a director, officer, employee, member, partner, lender, consultant, agent, or other representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. "Confidential Information" shall not include:

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- (A) Information that Santee Cooper can demonstrate was rightfully in Santee Cooper's possession prior to the date of disclosure by Disclosing Party;
- (B) Information which, at the time of disclosure or later, is or become published or otherwise available to the general public as part of the public domain through no act or failure to act on the part of Santee Cooper;
- (C) Information that becomes available to Santee Cooper on a non-confidential basis from third party, other than Disclosing Party or a representative of Disclosing Party, if such third party had a bona fide right to make such information available; or
- (D) Information that is independently developed by or on behalf of Santee Cooper without use of or reference to Confidential Information.

2. Non-disclosure of Confidential Information. Confidential Information will be kept strictly confidential by Santee Cooper. Confidential Information may, however, be disclosed by Santee Cooper to its directors, officers, members, employees, attorneys, consultants and financial advisors (collectively, "Representatives"), but only if such Representatives (i) need to know the Confidential Information in connection with Santee Cooper's evaluation of Proposed Transactions, and (ii) agree to be bound by the terms of this Agreement. Santee Cooper shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement and shall safeguard the Confidential Information from unauthorized disclosure. Santee Cooper shall use the Confidential Information solely for the purpose of evaluating Proposed Transactions and for no other purpose.

3. Disclosures Required by Court Order or Law. The Disclosing Party acknowledges that as a state agency Santee Cooper is subject to the South Carolina Freedom of Information Act. In the event Santee Cooper is obliged or receives a request in to disclose Confidential Information as required by any statute or regulation, or under the terms of an order issued by a court of competent jurisdiction or by a governmental body or agency, or pursuant to an appropriate request for production of documents in any proceeding before a court of competent jurisdiction, Santee Cooper shall give written notice of same to Disclosing Party at least fifteen (15) days prior to the date of compliance with such request (unless Santee Cooper has less than fifteen (15) days within which to comply, in which case Santee Cooper shall give the Disclosing Party as much notice as is practicable under the circumstances) so that the Disclosing Party has an opportunity to seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If (in the absence of a waiver by the Disclosing Party) the Disclosing Party has not secured a protective order or other appropriate remedy despite attempting to do so, and Santee Cooper is nonetheless then legally obliged to disclose any Confidential Information, Santee Cooper may without liability hereunder, disclose only

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that portion of the Confidential Information which is necessarily subject to disclosure.

3. Ownership of Confidential Information. Confidential Information will remain the property of Disclosing Party.

5. Return of Materials. Upon request of the Disclosing Party, Santee Cooper shall: (a) promptly return to Disclosing Party or destroy the originals and any copies of tangible Confidential Information provided by Disclosing Party as Santee Cooper decides (acting in its sole discretion); (b) destroy documents and other materials produced from the Confidential Information by Santee Cooper which contains Confidential Information belonging to the Disclosing Party; and (c) upon request, certify in writing to the Disclosing Party that Santee Cooper has complied fully with the provisions of this Section 5, except that Santee Cooper may retain (i) one physical copy of such materials solely for archival, legal, compliance or regulatory purposes, and (ii) electronic copies in accordance with the Santee Cooper's customary electronic record retention and retrieval practices, provided that such copies are not accessible in the ordinary course of business of Santee Cooper or its Representatives. Any Confidential Information so retained shall remain subject to this Agreement without regard to Section 7 hereof.

6. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

7. Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by Santee Cooper or its Representatives, Disclosing Party shall be entitled to seek specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Santee Cooper or any of its Representatives but will be in addition to all other remedies available to Disclosing Party at law or in equity.

8. Term. Except as otherwise provided in Section 4, this Agreement shall terminate on the date that is two (2) years from the date first written above.

9. Notice. Any notice required by this Agreement shall be in writing and shall be given either personally or by overnight or express mail courier. Notices shall be deemed sufficiently given if and when received by the party to be notified at its address listed below. Notices shall be addressed as follows:

To Disclosing Party:

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To Santee Cooper: South Carolina Public Service Authority
Attn:
One Riverwood Drive
Moncks Corner, South Carolina 29461

10. No Assignment; Successors. Santee Cooper may not assign all or any part of this Agreement without Disclosing Party's prior written consent. This Agreement inures to the benefit of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

11. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. EACH OF THE PARTIES HERETO AGREES THAT (A) ANY LEGAL ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED WITHIN SOUTH CAROLINA AND (B) ANY RIGHT OF THE UNDERSIGNED TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT IS WAIVED.

12. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed via email, facsimile, or by other duplication and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument, and each Parties' signature transmitted therein shall be binding as if it is an original signature of the party to be bound..

13. No Further Agreements. The Parties agree that neither is under an obligation to enter any further agreement with the other.

14. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

15. Miscellaneous. Each signatory warrants that he is authorized to execute this Agreement on behalf of the party to be bound, and that there is no known legal reason

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that the party is prohibited from entering this Agreement.

16. Amendments. This Agreement may not be amended except by a written instrument executed on behalf of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DISCLOSING PARTY

SANTEE COOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____